


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 2	
2. CONTRACT (Proc. Inst. Ident.) NO. EP-C-17-031/68HERC20F0049				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-ORD-19-01518	
5. ISSUED BY CODE CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) TETRA TECH, INC. Attn: George Townsend 10306 EATON PL STE 340 FAIRFAX VA 22030				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM	
CODE 198549560		FACILITY CODE					
11. SHIP TO/MARK FOR CODE ORD DC Office of Research and Development US Environmental Protection Agency 1200 Pennsylvania Avenue, NW MC: 8101R Washington DC 20460		12. PAYMENT WILL BE MADE BY CODE RTP FMC RTP Finance Center US Environmental Protection Agency RTP-Finance Center (AA216-01) 109 TW Alexander Drive www2.epa.gov/financial/contracts Durham NC 27711					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued						
15G. TOTAL AMOUNT OF CONTRACT						\$104,713.67	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number 68HERC19R0075 , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER Andrea Dehne			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY (Signature of person authorized to sign)				BY  (Signature of the Contracting Officer)		ELECTRONIC SIGNATURE 11/14/2019	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-17-031/68HERC20F0049	PAGE	OF
		2	2

NAME OF OFFEROR OR CONTRACTOR

TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>DUNS Number: 198549560 TOCOR: Stephen LeDuc Max Expire Date: 11/12/2021 Delivery: 11/12/2021 Period of Performance: 11/14/2019 to 11/12/2021</p> <p>Fully Funded Firm Fixed Price Task Order</p> <p>Task Order Issuance Line Item: Technical Support for EPA/ORD Ecological Assessment Programs</p> <p>Accounting Info: 19-20-C-262W000-000FK6XR1-2532-26A5C-19262WC918-00 1 BFY: 19 EFY: 20 Fund: C Budget Org: 262W000 Program (PRC): 000FK6XR1 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19262WC918-001 Funding Flag: Complete Funded: \$60,000.00</p> <p>Accounting Info: 19-20-C-262W000-000FK6XR2-2532-26A5C-19262WC918-00 2 BFY: 19 EFY: 20 Fund: C Budget Org: 262W000 Program (PRC): 000FK6XR2 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19262WC918-002 Funding Flag: Complete Funded: \$15,000.00</p> <p>Accounting Info: 19-20-C-26D2000-000FK6XR1-2532-26A5C-19262WC918-00 3 BFY: 19 EFY: 20 Fund: C Budget Org: 26D2000 Program (PRC): 000FK6XR1 Budget (BOC): 2532 Cost: 26A5C DCN - Line ID: 19262WC918-003 Funding Flag: Complete Funded: \$29,713.67</p> <p>Delivery-Invoice Payment Schedule shall not exceed a frequency greater than once a month and 90% of the task order price. Acceptance for invoicing is based on deliverable approval by the TOCOR. For efficient processing IAW FAR clause 52.232-32, performance based payment invoicing amounts will not be submitted until the TOCOR provides deliverable approval. The TOCOR will notify Tetra Tech within 14 days of submission of a deliverable of EPAs intention to approve or disapprove.</p> <p>TOCOR: Stephen LeDuc/(202)564-7094/leduc.stephen@epa.gov ALTOCOR: Thomas Johnson/(202)564-6677/johnson.thomas@epa.gov</p>				104,713.67

Performance Work Statement

Contract #EP-C-17-031

PR-ORD-19-01518

SOL 68HERC19R0075

TO #: 68HE0C20F0049

I. Title: Assessing the potential effects of wildland fire and management on air quality and human health

II. EAS Short Title: Wildland fire effects on air and human health

III. Period of Performance: Through two years following award

IV. Task Order COR:

Stephen LeDuc, PhD

U.S. Environmental Protection Agency Office of Research and Development

National Center for Environmental Assessment (8623R) 1200 Pennsylvania Avenue, NW

Washington, DC 20460

202-564-7094 (phone)

leduc.stephen@epa.gov

Alternate Task Order COR:

Thomas Johnson, PhD

U.S. Environmental Protection Agency Office of Research and Development

National Center for Environmental Assessment (8623-R) 1200 Pennsylvania Avenue, NW

Washington, DC 20460

202-564-6677 (phone)

johnson.thomas@epa.gov

V. Introduction:

The EPA Office of Research and Development's (ORD) Exposure Analysis and Risk Characterization Group works to build the capacity of EPA program and regional offices, and other decision-makers to assess and respond to potential effects on environmental quality. Research and assessment activities broadly support EPA's mission and responsibilities.

Wildland fire includes both wildfire and prescribed burning. Here we use the term "wildfire" to mean unplanned events and "wildland fire" to mean both wildfire and prescribed burning. Over the past 30 years, an average of 5 million acres of wildlands have burned annually, and this average has doubled in recent years. Like other natural disasters, such as flooding, wildfire is often stochastic, spatially concentrated, and catastrophic when it occurs. Wildfires threaten life, property, and pose health risks via smoke emissions and other means. By contrast, prescribed burning is a management action meant to reduce the impacts of uncontrolled wildfire, yet this practice may also affect air quality, water quality, and human health.

Air quality, water quality, and human health are three of EPA's core mission areas that may be affected by wildland fire. Among other impacts, wildland fire emits particulate matter and other pollutants to the

atmosphere, potentially affecting human health. Burning in urban areas could be especially problematic, with the combustion of human-made materials, such as plastic siding or pipes.

EPA Regional staff are the primary audience for this effort, given that Regional staff are on the front-lines of the Agency's response to wildland fire. EPA will particularly focus on Regions 4, 8, 9, and 10 (and possibly 7), given the prevalence of wildfire in those Regions. EPA's programmatic offices are also a key audience, particularly the Office of Air and Radiation (OAR), the Office of Air Quality Planning and Standards (OAQPS) within OAR, the Office of Water (OW), and the Office of Land and Emergency Management (OLEM). This research will also identify gaps of knowledge for ORD and the Agency as a whole. Finally, local and state managers (e.g., state Departments of Environmental Quality) may be a secondary audience for this work.

This TO will focus on summarizing the air quality and human health effects of wildland fire (again, both prescribed burning and wildfire). To do this will involve identifying the air quality and human health endpoints that are both affected by wildland fire and align with EPA's mission and responsibilities. The endpoint list will include factors modifying the frequency and severity of effects to both air quality and human health. The endpoint list will serve as scaffolding for information gathered from EPA resources identified and the scientific literature. The scientific literature is more robust on this topic relative to fire effects on water quality. Therefore, this TO will not require a comprehensive, systematic review of all relevant literature, but should be a selection that represents and summarizes the current state-of-the science on this topic (e.g., 10 years of review papers plus other highly cited papers).

VI. Specific Tasks and Deliverables:

Task 1. Establish communication with the TOCOR and develop a QAPP

SubTask 1.1. Establish communication

Within 3 days of TO award and over the course of 30 days, the Contractor shall schedule a series of biweekly conference calls (not to exceed 1 hour) or at the frequency requested by the TOCOR, with the TOCOR and appropriate contractor staff to clarify outstanding questions and confirm the schedule and specific tasks. In collaboration with the TOCOR, the Contractor shall also establish a schedule for regular progress reports, project meetings, and other communications throughout the period of performance of this TO.

Deliverable 1.1.A: Brief, written progress reports as email to the TOCOR. Due monthly or upon request by the TOCOR for the duration of this TO.

Deliverable 1.1.B: Project meetings and other communications, such as conference calls, due every 3 weeks or upon request by the TOCOR for the duration of this TO.

SubTask 1.2. Development of a QAPP

All work conducted under this TO shall be performed pursuant to an EPA approved Quality Assurance Project Plan (QAPP). The contractor shall develop a QAPP within 2 weeks following TO award for review and approval by the TOCOR and the EPA QA Manager. The QAPP shall outline the approach and measures the Contractor will implement to ensure a high standard of quality in data analysis and written deliverables. The QAPP shall be in conformance with EPA's *Requirements for Quality Assurance Project Plans* (EPA QA/R-5).

All electronic deliverables (i.e., computer files) shall be submitted in a format mutually agreed upon by the TOCOR and the Contractor.

The contractor shall not initiate tasks related to any items needing QA review until the TOCOR furnishes, in writing, a notice that the QAPP has been accepted by EPA.

Deliverable 1.2.A: A draft QAPP submitted to the TOCOR and QA Manager for review. Due 2 weeks after being issued the TO.

Deliverable 1.2.B: A revised QAPP addressing TOCOR comments on the draft submitted to the TOCOR for approval. Due 1 week after receiving comments on Deliverable 1.2.A.

Task 2. Assist with and finalize wildland fire, air quality, and human health endpoint list

It is critical to understand activities to date within EPA's Office of Research and Development (ORD) on wildland fire, air quality and human health; and second, ORD scientist and EPA's Regional and Programmatic needs regarding wildland fire, air quality, and human health endpoints. To do that, a series of structured phone conversations and/or emails will be conducted by the TOCOR with ORD scientists and Regional/Programmatic stakeholders. In collaboration with the Contractor, the TOCOR will draft a conceptual model to then guide the development of an endpoint list, which will also include a list of modifying factors. The TOCOR will then seek feedback from ORD scientists and stakeholders on this list. The TOCOR will also seek to identify current EPA resources regarding wildland fire and the endpoints.

The phone calls and emails will be between the TOCOR and key staff contacts in Regions 4, 7, 8, 9, 10, OAR, OAQPS, and possibly OLEM. The number of key people identified will determine the number of phone calls needed—it is likely to be 2 to 3, but with the possibility for more. The phone calls are likely to last 1 hour at a time.

The TOCOR will lead the meetings (e.g., via phone calls), but the contractor shall provide a support role, namely documenting the conversations. There will be no direct outreach from the contractor to EPA regional or programmatic staff. The contractor shall document comments on the endpoint list. These conversations may be spread out across a series of weeks, depending upon schedules.

Deliverable 2.A: Notes documenting meetings with Regions and program offices. One set of notes per meeting, plus any comments on endpoint list. Due 1 day after each phone call.

Deliverable 2.B: Revised endpoint list as required by the TOCOR and summary of relevant EPA resources identified. Due 2 weeks after completion of all phone calls/emails between TOCOR and key EPA staff members.

Task 3. Analyze EPA resources and published, scientific literature on wildland fire effects on endpoints; factors affecting the severity and/or frequency of effects; and identification of knowledge gaps

The contractor shall use both EPA resources identified in Task 2 and analyze the published, scientific literature to synthesize wildland fire effects on endpoints identified in Task 2. In collaboration with the TOCOR, the contractor shall develop a literature review search and analysis strategy for TOCOR comment and approval, including the use of EPA resources. As noted previously, the literature on wildland fire, air quality, and human health is more robust than the literature on water quality; therefore, this TO will not require a comprehensive, systematic review of all relevant literature, but should be a selection that represents and summarizes the current state-of-the science on this topic (e.g., 10 years of review papers plus other highly cited papers). The contractor may need to do some preliminary, test searches to ascertain the amount of literature available on the topic prior to the creation of a search strategy. If the contractor determines after preliminary test searches, the literature for both air quality and human health requires too much effort, human health endpoints can be excluded from the literature review. Otherwise, each endpoint and modifying factor in the endpoint list should be addressed. If, during the literature search, endpoints or factors potentially relevant to EPA's mission and responsibilities are identified as missing from the list, these shall be quickly brought to the attention of the TOCOR for consideration. Information on the combination of factors that could lead to worst-case scenarios or the greatest vulnerability to fire shall be noted. If information is limited or non-existent on any particular endpoint or factor, this should be identified as a gap in knowledge. The results should then be summarized in quantitative and narrative form.

The contractor shall synthesize this information into a MS Word document. This document should have four main parts set up by the conceptual model:

- (1) a summary of EPA's air quality (and potentially human health if included in literature review) related responsibilities likely to be affected by wildfire;
- (2) a synthesis of wildfire effects on the relevant air quality (and again potentially human health) endpoints;
- (3) factors affecting the frequency and severity of effects; and
- (4) gaps in knowledge. The order of these main parts may vary.

The contractor shall write this document in a style similar to a peer-reviewed journal article, including literature cited and an abstract.

Deliverable 3.A: Literature review search and analysis strategy for TOCOR comment and approval. Due 1 month after receiving draft endpoint list from TOCOR.

Deliverable 3.B: Draft outline of document synthesizing wildland fire effects on endpoints identified in Task 2. Includes discussion of modifying factors and identification of knowledge gaps. Due 5 months after receiving draft endpoint list from TOCOR.

Deliverable 3.C: Draft document synthesizing results on wildland fire effects on endpoints identified in Task 2. Includes discussion of modifying factors and identification of knowledge gaps. Due 10 months after receiving draft endpoint list from TOCOR.

Deliverable 3.D: Final document synthesizing results on wildland fire effects on endpoints identified in Task 2. Includes discussion of modifying factors and identification of knowledge gaps. Due 2 months after delivery of EPA comments on Deliverable 3.C, including any comments from Regional or Programmatic personnel.

Schedule of Milestones and Deliverables:

Task No.	DELIVERABLES	Schedule
1	1.1.A. Progress reports 1.1.B. Other communication 1.2.A. Draft QAPP 1.2.B. Final QAPP	-Due monthly -Due upon request by TOCOR -Due 2 weeks after award -Due 1 week after comments on 1.2.A.
2	2.A. Notes 2.B. Revised endpoint list and identification of EPA resources	-Due 1 day after each phone call -Due 1 week after end of all stakeholder phone calls
3	3.A. Search and analysis strategy 3.B. Draft outline 3.C. Draft synthesis document 3.D. Final synthesis document with Endnote library	-Due 1 month after receiving draft endpoint list from TOCOR. -Due 5 months after receiving draft endpoint list from TOCOR -Due 10 months after receiving draft endpoint list from TOCOR -Due 2 months after delivery of EPA comments on 3.C.

VII. Acceptance Criteria:

The Contractor shall prepare high quality deliverables. The Deliverables shall be edited for grammar, spelling, and logic flow. The technical information shall be reasonably complete and presented in a logical, readable manner. Figures submitted shall be of high quality similar to presentations developed for national scientific forums and should be formatted as jpeg or png files. Comments on conceptual model can be done on PowerPoint 2010 compatible or Adobe pdf slides. Text deliverables shall be provided in Microsoft Word 2010 or compatible format.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY CAD		7. ADMINISTERED BY (If other than Item 6)	
US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001		CODE		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) TETRA TECH, INC. Attn: John Hochheimer 10306 EATON PL STE 340 FAIRFAX VA 22030		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 198549560		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. EP-C-17-031 68HERC20F0049	
				10B. DATED (SEE ITEM 13) 11/14/2019	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) DUNS Number: 198549560 TOCOR: Stephen LeDuc Max Expire Date: 11/12/2021 The purpose of this modification is to incorporate the attached EPA blanket administrative modification signed by Raoul Scott on July 30, 2020. All other terms and conditions remain unchanged. Payment: Period of Performance: 11/14/2019 to 11/12/2021 Delivery-Invoice Payment Schedule shall not exceed a frequency greater than once a month and 90% of the task order price. Acceptance for invoicing is based on deliverable approval by the TOCOR. For efficient processing IAW FAR clause 52.232-32, performance based payment invoicing amounts will not be submitted until the TOCOR provides deliverable approval. The Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Andrea Dehne		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)				ELECTRONIC SIGNATURE	
				10/09/2020	

NAME OF OFFEROR OR CONTRACTOR
TETRA TECH, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	TOCOR will notify Tetra Tech within 14 days of submission of a deliverable of EPAs intention to approve or disapprove. TOCOR: Stephen LeDuc/(202)564-7094/leduc.stephen@epa.gov ALTOCOR: Thomas Johnson/(202)564-6677/johnson.thomas@epa.gov				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NUMBER		3. EFFECTIVE DATE 08/13/2020	4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)		
6. ISSUED BY Raoul D. Scott, Director OMS/ARM/OAS/Policy, Training and Oversight Division US Environmental Protection Agency, Mail Code 3802R 1200 Pennsylvania Avenue, NW Washington, DC 20004		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code) To All EPA Contractors			<input checked="" type="checkbox"/> (X)		9A. AMENDMENT OF SOLICITATION NUMBER		
			<input type="checkbox"/>		9B. DATED (SEE ITEM 11)		
			<input checked="" type="checkbox"/> (X)		10A. MODIFICATION OF CONTRACT/ORDER NUMBER To all EPA Contracts and Orders		
			<input type="checkbox"/>		10B. DATED (SEE ITEM 13)		
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;
 or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/> (X)	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This contract/order is being modified in accordance with the applicability instructions in interim FAR Case 2019-009, and FAR 4.2105, requiring contracting officers to include FAR clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

See attached for the full text version of FAR 52.204-25. Contractor Acknowledgment of receipt required.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Raoul D. Scott, Director Policy, Training and Oversight Division	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA RAOUL SCOTT Digitally signed by RAOUL SCOTT Date: 2020.07.30 11:40:17 -04'00'	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Previous edition unusable

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in 4.2105(b) and in the applicability instructions in interim FAR Case 2019-009, insert the following clause:

Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)